JD(SF)–96–03
Seattle, WA

UNITED STATES OF AMERICA
BEFORE THE NATIONAL LABOR RELATIONS BOARD
SAN FRANCISCO BRANCH OFFICE
DIVISION OF JUDGES

SEA MAR COMMUNITY HEALTH CENTERS

and Case 19-CA-28595

OFFICE AND PROFESSIONAL EMPLOYEES
INTERNATIONAL UNION, LOCAL 8, AFL-CIO

On Behalf of the General Counsel,
Jo Anne P. Howlett, Esq.,
Seattle, Washington.

On Behalf of the Charging Party,
Shelley Pinckney, Union Representative,
Seattle, Washington.

On Behalf of Respondent,
Sonia D. Fritts, Esq., of Sebris Busto James,
Bellevue, Washington.

DECISION

Statement of the Case

John J. McCarrick, Administrative Law Judge. This case was tried in Seattle, Washington, on September 24 and 25, 2003, upon General Counsel's Complaint that alleged Sea Mar Community Health Centers (Respondent) violated Section 8(a)(1), (3) and (5) of the Act by: (a) refusing to bargain with Office and Professional Employees International Union, Local 8 (Union) regarding the wages to be paid to a newly announced dental lab technician position; (b) by closing its dental lab and reassigning employee Jose Cornejo (Cornejo) from performing dental laboratory duties to performing instrument sterilization duties; and (c) by sub-contracting the work Cornejo performed in the dental lab since June 2001 without prior notice to the Union and without affording the Union an opportunity to bargain with Respondent with respect to these decisions or the effects of the decisions. Respondent timely denied any wrongdoing. On the entire record, including my observation of the demeanor of the witnesses, and after considering the briefs filed by the parties, I make the following

Findings of Fact

I. Jurisdiction

Respondent, a Washington non-profit corporation with an office and place of business in Seattle, Washington (Respondent's facility), has been engaged in the business of providing health and social services. During the past twelve months, Respondent in conducting its business operations derived gross revenues in excess of $250,000 and purchased and received

goods valued in excess of $5,000 which originated outside the State of Washington. Respondent admits and I find that it is an employer engaged in commerce within the meaning of Section 2(2), (6), and (7) of the Act and that the Union is a labor organization within the meaning of Section 2(5) of the Act.

II. The Issues

1. Did Respondent violate Section 8(a)(1) and (5) of the Act by:

   a. refusing to bargain in good faith with the Union about the wages to be paid to employees in the dental laboratory technician position?

   b. failing to bargain with the Union over the decision or effects of the decision to close the dental lab?

2. Did Respondent violate Section 8(a)(1) and (3) of the Act by refusing to bargain in good faith with the Union over wages to be paid to employees in the dental lab technician position and by refusing to bargain over the decision or the effects of the decision to close the dental lab because employees engaged in activities protected by Section 7 of the Act?

III. The Alleged Unfair Labor Practices

A. The Facts

1. Introduction

Most of the facts in this case are not in dispute. Respondent provides health care, including dental services to low income people in the Seattle, Washington area. Respondent employs 1000 employees in 28 different facilities, including the dental clinic located at 8915 14th Avenue South in Seattle, Washington. Rogelio Riojas (Riojas) is Respondent's President and Chief Operating Officer, Mary Bartolo (Bartolo) is Respondent's Executive Vice President, Michael Leong (Leong) is Respondent's Vice President for Legal Affairs, Shannon Daws (Daws) is Respondent's Clinic Operations Director, Dr. Alejandro Narvaez (Narvaez) is Respondent's Chief Dental Officer, Philip Case (Case) was Respondent's Dental Manager at the Seattle dental clinic.

Since at least 2000, the Union has been the exclusive collective bargaining representative of all Respondent's employees excluding managers, confidential employees, contracted employees, temporary employees, and supervisors as defined in the Act. Respondent and the Union were parties to a collective bargaining agreement effective from April 1, 2000 through March 31, 2003.[1] A successor agreement was entered into in August 2003. Shelley Pinckney (Pinckney) is the Union's representative who administered the collective bargaining agreement with Respondent. Eric Smith (Smith) was the Union's chief negotiator beginning in March 2003.

2. The Dental Lab

Respondent employed Jose Cornejo (Cornejo) as a CSR Dental Assistant in the Seattle dental clinic beginning May 14, 2001 to sterilize dental equipment. In late 2001 Respondent

[1] General Counsel's Exhibit 6.

expanded its dental lab in the Seattle dental clinic and assigned Cornejo to work full time in the lab fabricating dental prosthetics such as temporary and partial dentures and flippers. Dr. Narvaez said he expanded the dental lab because he thought it would be productive. In February or March 2002, Bartolo became aware that Cornejo was performing work as a Dental Technician in the dental lab and told Dr. Narvaez that he had to go through Respondent's process to create the new Dental Laboratory Technician position. Accordingly, Dr. Narvaez created a job description for Dental Laboratory Technician and gave it to Bartolo. At the end of March 2002, Dr. Narvaez met with Riojas and Bartolo to propose creating the Dental Laboratory Technician position, the duties of which Cornejo was in fact performing. Dr. Narvaez said he was creating the new position to save money. However, neither Bartolo nor Riojas thought the position was cost effective because Respondent would have to hire new employees to replace the CSR Dental Assistant. Riojas also expressed concern that the lab would take space that could be used for a dentist and denied creation of the Dental Laboratory Technician position. Bartolo told Dr. Narvaez that Cornejo had to perform his duties as a CSR Dental Assistant. However, Dr. Narvaez allowed Cornejo to continue performing his duties fabricating dental prosthetics in the lab.

In December 2002, Cornejo approached Pinckney and told her his official job title was CSR Dental Assistant but that he was performing other work in the Seattle dental lab. Cornejo asked if the Union could assist in having a new job position created to reflect his actual duties in the lab.

In January 2003 the Union began the process of bargaining a successor collective bargaining agreement with Respondent. As a result of Cornejo's request, in late March 2003 the Union gave Respondent a proposal, section 16.3(a) JOB DESCRIPTIONS[2] which provided Respondent would periodically review and update job descriptions. Members of Respondent's bargaining team, Carolina Lucero (Lucero), Respondent's Vice President for Long Term Care and Judith Puzon (Puzon), Respondent's Preventative Health Services Director, asked why the Union needed this language and the Union gave Cornejo as an example of an individual working out of his job classification. After the bargaining session, Lucero and Puzon discussed the Cornejo job classification with Dr. Narvaez who provided them with the Dental Laboratory Technician job description[3] he had created in March 2002.

At the April 4, 2003 bargaining meeting Puzon gave the Union the Dental Laboratory Technician job description. Puzon said they had looked into the Cornejo situation and he was not classified as a CSR Dental Assistant but as a Dental Laboratory Technician as reflected in General Counsel's Exhibit 9. Pinckney said the Union had never heard of a Dental Laboratory Technician and it was not listed in the Salary Schedule attached to the collective bargaining agreement.[4] Pinckney said since the Dental Laboratory Technician position did not exist, Respondent had to bargain over the position. Puzon said the position did exist and Respondent did not have to bargain since $10.40 an hour, the amount paid to the CSR Dental Technician, is enough.

After the April 4 bargaining session, Riojas and Leong met with Dr. Narvaez. Leong asked if Cornejo was still doing dental lab work. Dr. Narvaez replied that he was. Riojas said he did not approve the position since he did not want to exchange patient care areas for a

[2] General Counsel's Exhibit 8.
[3] General Counsel's Exhibit 9.
[4] General Counsel's Exhibit 6 at page 28-29.

laboratory. Dr. Narvaez said we did not have the equipment to furnish a patient care room.[5] Riojas told Dr. Narvaez to cease operating the dental lab and to return Cornejo to his original duties as CSR Dental Assistant. On April 9, 2003, Cornejo was reassigned to the CSR Dental Assistant position and Respondent sent the denture work Cornejo had been performing to outside labs.

By the time of the April 10, 2003 bargaining session, the Union had learned Respondent had shut the Seattle dental lab and reassigned Cornejo to the CSR Dental Assistant position. Just before the meeting, Pinckney called Cornejo's supervisor Case, and told him to stop making changes and to bargain about the changes. At the bargaining session on April 10, chief Union negotiator Smith told Lucero and Puzon that the Union was aware the dental lab had been closed and that Respondent had to stop making changes and bargain. Puzon said they would not bargain and Lucero said we don't take orders from you. Both then walked out of the meeting.

Since early April 2003 all of the denture work, which had been made by Cornejo in the dental lab, continues to be offered and provided to Respondent's patients. However, this work is now subcontracted to non-unit vendors. As stipulated by Respondent, this outsourcing of unit work does not represent any type of change in the scope of work or services offered by Respondent to its clients or patients.[6]

In addition to the Union's oral requests at the bargaining table to bargain over the decision to close the dental lab, the Union, beginning on April 1, 2003, sent written requests to Respondent to bargain over both the decision and effects of the decision to close the lab.[7] On April 16, 2003 Respondent offered to bargain with the Union over the effects of its decision to close the lab.[8]

B. The Analysis

General Counsel contends that Respondent violated Section 8(a)(1) and (5) of the Act by failing to bargain over wages paid to the Dental Lab Technician and over the decision and effects of the decision to close the lab. General Counsel argues that Respondent's decision to close the lab and subcontract out unit work is a mandatory subject of bargaining controlled by the *Fibreboard*[9] line of cases. In addition Counsel for the General Counsel argues that Respondent's actions in refusing to bargain over wages, in closing the lab and subcontracting out the unit work violated Section 8(a)(1) and (3) of the Act since these actions were taken in retaliation for employees' exercise of their Section 7 rights.

Respondent takes the position that its decision to close down a part of its business is not a mandatory subject of bargaining as set forth in *First National Maintenance.*[10] Respondent contends it did not violate Section 8(a)(3) of the Act since there is no evidence of anti-union animus.

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[5] To date the lab has not been converted to a patient care room, referred to as an operatory in the transcript.

[6] Joint Exhibit 9

[7] Joint Exhibit 1.

[8] Joint Exhibit 3.

[9] *Fibreboard Corp. v. NLRB*, 379 U.S. 203 (1964).

[10] *First National Maintenance Corp., v.NLRB*, 452 U.S. 666 (1981).

1. The Law

In *Fibreboard, supra,* the Supreme Court affirmed the Board's second Fibreboard decision[11] and held that the decision to subcontract is a mandatory subject of bargaining. The Supreme Court noted that the company's basic operation did not change as a result of subcontracting as the subcontract involved replacing employees in the extant bargaining unit with those of an independent contractor.

In *Westinghouse Electric Corp.,* 150 NLRB 1574 (1965), the Board interpreted the Supreme Court's *Fibreboard* decision and set forth a series of factors the Board would consider in determining if subcontracting required bargaining. Bargaining over the decision to subcontract would not be required if (1) the subcontracting is motivated solely by economic reasons (2) it is the employer's custom to subcontract various kinds of work, (3) no substantial variance is shown in kind or degree from the established past practice of the employer, (4) no significant detriment results to the employees in the bargaining unit, and (5) the union has had an opportunity to bargain about changes in existing subcontracting practices at general negotiating meetings.

Later, in *First National Maintenance, supra,* the Supreme Court found no obligation to bargain over the decision to partially close a portion of the employer's maintenance operation with one of its customers. The Supreme Court noted that the employer had no intention to replace the discharged employees or to move that operation elsewhere. Petitioner's sole purpose was to reduce its economic loss, and the union made no claim of antiunion animus. The Court said the facts in *First National Maintenance* distinguished it from the subcontracting issue presented in *Fibreboard*. The decision to halt work at this specific location represented a significant change in petitioner's operations, a change not unlike opening a new line of business or going out of business entirely.

In *Otis Elevator Co. II*, 269 NLRB 891 (1984), the Board attempted to apply the principles of *First National Maintenance*. In *Otis Elevator II* the employer transferred and consolidated operations. The Board found the decision was not a mandatory subject of bargaining. The majority focused on whether the employer's decision turns on operating costs.[12] The Board held that since the employer's decision in *Otis Elevator II* turned on "a change in the nature and direction of a significant facet of its business" not on labor costs, the action was at the core of entrepreneurial control and was not amenable to bargaining.[13] The majority distinguished that subcontracting decisions must be bargained under *Fibreboard* "because in fact the decision turns upon a reduction of labor costs." [14]

Most recently in *Dubuque Packing Co. II*, 303 NLRB 386 (1991), the Board overruled *Otis Elevator II* and set forth a new test for determining whether an employer's decision to relocate bargaining unit work is a mandatory subject of bargaining. Initially, the Board noted the differences between subcontracting in *Fibreboard* and the decision to close in *First National Maintenance*.

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[11] *Fibreboard Paper Products Corp.,* 130 NLRB 1558 (1961), supplemented, 138 NLRB 550 (1962) enfd. 322 F.2d 411 (DC Cir. 1963), aff'd, 379 U.S. 203 (1964).

[12] *Otis Elevator II,* at 892.

[13] Id at 891.

[14] *Id* at 893.

> First, in *First National Maintenance*, the employer "had no intention to replace the discharged employees or to move that operation elsewhere." 452 U.S. at 687. In contrast, *Fibreboard* involved the "replace[ment] [of] existing employees with those of an independent contractor." 379 U.S. at 213. Second, in *First National Maintenance*, the Court was confronted with a decision changing the scope and direction of the enterprise "akin to the decision whether to be in business at all." 452 U.S. at 677. In *Fibreboard*, the employer's decision "did not alter the Company's basic operation." 379 U.S. at 213. Third, in *First National Maintenance*, the employer's decision was based "solely [on] the size of the management fee [the nursing home] was willing to pay." 452 U.S. at 687. In *Fibreboard,* "a desire to reduce labor costs ... was at the base of the employer's decision to subcontract." *First National Maintenance*. 452 U.S. at 680.[15]

The Board went on to articulate its new test in determining if decisions to relocate are mandatory subjects of bargaining.

> Based on the foregoing considerations, we announce the following test for determining whether the employer's decision is a mandatory subject of bargaining. Initially, the burden is on the General Counsel to establish that the employer's decision involved a relocation of unit work unaccompanied by a basic change in the nature of the employer's operation. If the General Counsel successfully carries his burden in this regard, he will have established prima facie that the employer's relocation decision is a mandatory subject of bargaining. At this juncture, the employer may produce evidence rebutting the prima facie case by establishing that the work performed at the new location varies significantly from the work performed at the former plant, establishing that the work performed at the former plant is to be discontinued entirely and not moved to the new location, or establishing that the employer's decision involves a change in the scope and direction of the enterprise. Alternatively, the employer may proffer a defense to show by a preponderance of the evidence: (1) that labor costs (direct and/or indirect) were not a factor in the decision or (2) that even if labor costs were a factor in the decision, the union could not have offered labor cost concessions that could have changed the employer's decision to relocate.[16]

Whether or not there is an obligation to bargain over a decision to contract out or transfer bargaining unit work, there is a duty to bargain over the effects of such decisions. The employer must afford the union an opportunity to bargain in advance of the implementation of the employer's decision. *John R. Crowley and Bro., Inc*., 297 NLRB 770 (1990).

Finally, Section 8(a)(3) of the Act prohibits employers from discriminating in regard to an employee's, "tenure of employment . . . to encourage or discourage membership in any labor organization."[17]

In 8(a)(3) cases the employer's motivation is frequently in issue, therefore the Board applies a causation test to resolve such questions. *Wright Line*, 251 NLRB 1083, 1088 (1980). The *Wright Line* test requires the General Counsel to make a prima facie showing sufficient to support an inference that the employee's protected conduct motivated the employer's adverse

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[15] *Dubuque Packing Co. II* at 390-391.

[16] *Id* at 391.

[18] 29 U.S.C. Section 158(a)(3).

action. "The critical elements of discrimination cases are protected activity known to the employer and hostility toward the protected activity." *Western Plant*, 322 NLRB 183, 194 (1996). Although not conclusive, timing is usually a significant element in finding a prima facie case of discrimination. Id. at 194.

2. The Discussion

In applying the principles set forth above, I find that Respondent's decision to close the dental lab was a mandatory subject of bargaining. The nature of Respondent's decision is more akin to the *Fibreboard* subcontracting decisions than the *First National Maintenance* partial closing decisions.

Initially, the facts of this case, unlike the *First National Maintenance* facts, reflect that Respondent did not close down a portion of its business but rather reverted to its practice of subcontracting out virtually all of its dental prosthetic work for its patients. Respondent's operation continued unchanged. Respondent's decision to close the lab and subcontract the prosthetic work is not analogous to an employer who goes out of business or opens a new business. Respondent continued to provide dental care and dental prosthetics to patients. The work Cornejo performed for Respondent was again performed by outside contractor's employees. Most significantly, Respondent's decision turned on labor costs and was amenable to the process of collective bargaining. Respondent's witness, Bartolo testified that when the initial decision was made in March 2002 not to have in house dental labs, a significant factor in Respondent's decision was that it would not be cost effective since additional employees would have to be hired. In *Torrington Industries*, 307 NLRB 809 (1992), the Board held that in a Fibreboard situation the replacement of employees in the existing bargaining unit with those of an independent contractor to do the same work under similar conditions of employment--is a statutory subject of bargaining under Sec. § 8(d). In such cases the Board found it is unnecessary to apply any other tests:

> Such decisions, as the Court in *First National Maintenance* agreed, do not involve "a change in the scope and direction of the enterprise" and thus are not core entrepreneurial decisions which are beyond the scope of the bargaining obligation defined in the Act. 452 U.S. at 677 citing *Fibreboard*, 379 U.S. at 223 (Stewart, J., concurring). Thus, when the record shows that essentially that kind of subcontracting is involved, there is no need to apply any further tests in order to determine whether the decision is subject to the statutory duty to bargain. The Supreme Court has already determined that it is. See also *First National Maintenance, supra,* 452 U.S. at 687-688 (emphasizing that the decision at issue there involved discharging employees without replacing them).[18]

Accordingly, I find that Respondent's decision to close the dental lab was a mandatory subject of bargaining. *Torrington Industries, supra*. In closing the dental lab without giving the Union an opportunity to bargain over the decision to close, Respondent violated Section 8(a)(1) and (5) of the Act.

Further, by refusing to bargain over wages of the dental lab assistant position, Respondent violated Section 8(a)(1) and (5) of the Act. The testimony is uncontradicted that on April 4, 2003, Pinckney demanded bargaining over the wages to be paid to the dental lab

[18] *Torrington Industries*, 307 NLRB 809, 810 (1992).

assistant and that Respondent refused. By the time the parties returned to the bargaining table, Respondent had closed the lab, rendering any further bargaining over wages moot.

Respondent decided to close the dental lab for the second time on or about April 4, 2003. The Union was not formally notified of this decision until April 10, 2003, after Respondent had already closed the lab and on April 16, 2003, Respondent offered to bargain over the effects of its decision to close the lab. Given the untimely nature of the notification to the Union of Respondent's decision to close the lab, the Union was under no obligation to demand effects bargaining and Respondent violated Section 8(a)(1) and (5) of the Act by failing to provide timely notice to the Union to bargain over the effects of Respondent's decision to close the lab. *John R. Crowley and Bro., Inc, supra.*

With respect to General Counsel's contention that Respondent's decision to close the lab violated Section 8(a)(1) and (3) of the Act, I find that General Counsel has failed to establish a prima facie case. Anti union animus is an essential element of an 8(a)(3) violation. Here the record is devoid of any hostility by Respondent toward the Union or any of its members. The decision to subcontract the dental lab work, as noted above, was based on economic considerations, rather than employees' exercise of their Section 7 rights. While at first blush the timing of Respondent's ultimate decision to close the lab is suspicious since it coincided with the Union's demand to bargain over inclusion of the dental lab technician in the collective bargaining agreement, it must be remembered that the decision to close the lab had been made over a year before. It was only Dr. Narvaez insubordinate decision to retain the dental lab that produced the issue during bargaining in 2003. I find the essential element of anti union animus lacking in this case and that Respondent did not violate Section 8(a)(1) or (3) of the Act by refusing to bargain over wages, by closing the lab and subcontracting out the unit work. I will dismiss that portion of the Complaint.

Conclusions of Law

1. By refusing to bargain in good faith over wages to be paid to employees in the position of dental lab technician and by refusing to provide notice or an opportunity to bargain in good faith over Respondent's decision and the impact of that decision to close its dental lab and subcontract the dental lab work, Respondent Sea-Mar Community Health Centers violated Section 8(a)(1) and (5) and Section 2(6) and (7) of the Act.

2. Respondent Sea-Mar Community Health Centers has not otherwise violated Section 8(a)(1), or (3) of the Act, as alleged in the Complaint.

Remedy

Having found that the Respondent has engaged in certain unfair labor practices, I find that it must be ordered to cease and desist and to take certain affirmative action designed to effectuate the policies of the Act.

The Respondent having refused to bargain in good faith over the decision and effects of its decision to subcontract dental lab work and over the wages to be paid to the dental lab technician, it must reinstate the extended dental lab as it existed prior to its closure on or about April 10, 2003, restore Jose Cornejo to his duties as dental lab technician and bargain with the Union over the wages to be paid to employees working in the dental lab technician position

On these findings of fact and conclusions of law and on the entire record, I issue the following recommended[19]

ORDER

The Respondent, Sea-Mar Community Health Centers, Seattle, Washington, its officers, agents, successors, and assigns, shall

1. Cease and desist from:

(a) Refusing to bargain in good faith with Office and Professional Employees International Union, Local 8 over wages to be paid to employees in the dental lab technician position.

(b) Refusing to bargain in good faith with Office and Professional Employees International Union, Local 8 over its decision or the effects of its decision to subcontract dental lab work.

2. Take the following affirmative action necessary to effectuate the policies of the Act.

(a) Within 14 days from the date of this Order, reinstate the dental lab as it existed prior to its closure on April 10, 2003.

(b) Offer to restore Jose Cornejo to the performance of his duties as a dental lab technician in the dental lab.

(c) Bargain with Office and Professional Employees International Union, Local 8 over wages to be paid to employees working in the dental lab technician position and over the decision and the effects of any decision to close the dental lab.

(d) Within 14 days after service by the Region, post at its facility in Seattle, Washington copies of the attached notice marked "Appendix.[20] Copies of the notice, on forms provided by the Regional Director for Region 19, after being signed by the Respondent's authorized representative, shall be posted by the Respondent immediately upon receipt and maintained for 60 consecutive days in conspicuous places including all places where notices to employees are customarily posted. Reasonable steps shall be taken by the Respondent to ensure that the notices are not altered, defaced, or covered by any other material. In the event that, during the pendency of these proceedings, the Respondent has gone out of business or closed the facility involved in these proceedings, the Respondent shall duplicate and mail, at its own expense, a copy of the notice to all current employees and former employees employed by the Respondent at any time since April 10, 2003.

[19] If no exceptions are filed as provided by Sec. 102.46 of the Board's Rules and Regulations, the findings, conclusions, and recommended Order shall, as provided in Sec. 102.48 of the Rules, be adopted by the Board and all objections to them shall be deemed waived for all purposes.

[20] If this Order is enforced by a Judgment of the United States Court of Appeals, the words in the notice reading "POSTED BY ORDER OF THE NATIONAL LABOR RELATIONS BOARD" shall read "POSTED PURSUANT TO A JUDGMENT OF THE UNITED STATES COURT OF APPEALS ENFORCING AN ORDER OF THE NATIONAL LABOR RELATIONS BOARD."

(e) Within 21 days after service by the Region, file with the Regional Director a sworn certification of a responsible official on a form provided by the Region attesting to the steps that the Respondent has taken to comply.

IT IS FURTHER ORDERED that the complaint is dismissed insofar as it alleges violations of the Act not specifically found.

Dated, San Francisco, California, December 24, 2003.

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John J. McCarrick
Administrative Law Judge

APPENDIX

NOTICE TO EMPLOYEES

Posted by Order of the
National Labor Relations Board
An Agency of the United States Government

The National Labor Relations Board has found that we violated Federal labor law and has ordered us to post and obey this notice.

FEDERAL LAW GIVES YOU THE RIGHT TO

Form, join, or assist a union,
Choose representatives to bargain with us on your behalf,
Act together with other employees for your benefit and protection,
Choose not to engage in any of these protected activities.

WE WILL NOT refuse to bargain in good faith with Office and Professional Employees International Union, Local 8 regarding wages to be paid to employees in the dental lab technician position.

WE WILL NOT refuse to provide notice or an opportunity to bargain in good faith over the decision or the effects of the decision to close the extended dental lab located at our dental clinic at 14th Avenue S in Seattle, Washington.

WE WILL NOT in any like or related manner interfere with, restrain, or coerce you in the exercise of the rights guaranteed you by Section 7 of the Act.

WE WILL, reinstate the extended dental lab as it existed prior to its closure on April 10, 2003.

WE WILL restore Jose Cornejo to the performance of his duties as a dental lab technician in the dental lab.

WE WILL bargain in good faith with Office and Professional Employees International Union, Local 8 over the wages to be paid to employees in the dental lab technician position.

SEA MAR COMMUNITY HEALTH CENTERS

(Employer)

Dated _____ By _____

(Representative) (Title)

The National Labor Relations Board is an independent Federal agency created in 1935 to enforce the National Labor Relations Act. It conducts secret-ballot elections to determine whether employees want union representation and it investigates and remedies unfair labor practices by employers and unions. To find out more about your rights under the Act and how to file a charge or election petition, you may speak confidentially to any agent with the Board's Regional Office set forth below. You may also obtain information from the Board's website: www.nlrb.gov.

915 Second Avenue, Federal Building, Room 2948, Seattle, WA 98174-1078

(206) 220-6300, Hours: 8:15 a.m. to 4:45 p.m.

THIS IS AN OFFICIAL NOTICE AND MUST NOT BE DEFACED BY ANYONE

THIS NOTICE MUST REMAIN POSTED FOR 60 CONSECUTIVE DAYS FROM THE DATE OF POSTING AND MUST NOT BE ALTERED, DEFACED, OR COVERED BY ANY OTHER MATERIAL. ANY QUESTIONS CONCERNING THIS NOTICE OR COMPLIANCE WITH ITS PROVISIONS MAY BE DIRECTED TO THE ABOVE REGIONAL OFFICE'S COMPLIANCE OFFICER, (206) 220-6284.